

950
MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA)
COUNTY OF ~~DAKOTA~~)
 Shelby

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, on August 8th, 1981, James A.

Burrowbridge & Wife, Carolyn Burrowbridge (hereinafter referred to as "Mortgage") did execute in favor of BE&K Engineering Company (hereinafter referred to as "Mortgagee") a mortgage which then and does now constitute a lien as recorded in Real Volume 428, Page 333, in the Office of The Judge of Probate of Shelby County, Alabama and said property is described as follows:

Lot 22, according to the survey of Valley Station, First Sector, as recorded in Map Book 7, Page 47, in the Probate Office of Shelby County, Alabama.

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WHEREAS, the sum of Eight Thousand and Fifty Dollars***** ***** is stillowed on the debt secured by such mortgage; and WHEREAS, Mortgagor desires to refinance said property through a new mortgage in favor of Colonial Bank of Alabama (hereinafter referred to as "Colonial") and to secure such loan by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee by subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with Colonial;

WHEREAS, Mortgagee (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to Colonial,

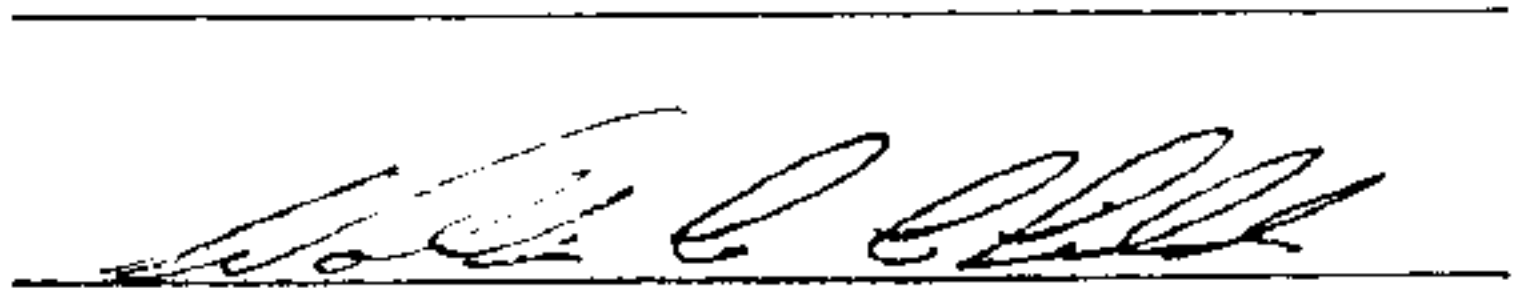
NOW THEREFORE, Mortgagee does hereby subordinate his mortgage lien on the above described land, as established by mortgage, with such mortgage now, by virtue of this document, hereby being made subordinate and junior to the mortgage executed by Mortgagor to Colonial, on

Colonial Bank
P.O. Box 1887, B'ham, AL 35282

March 15, 19 84, a copy of which is attached hereto, to secure an indebtedness of James A. Burrowbridge & Wife Carolyn Burrowbridge. Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other liens (with the sole exception of the lien created in favor of Colonial).

Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this 13th day of February, 1984.



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 MAR 19 11:10:07

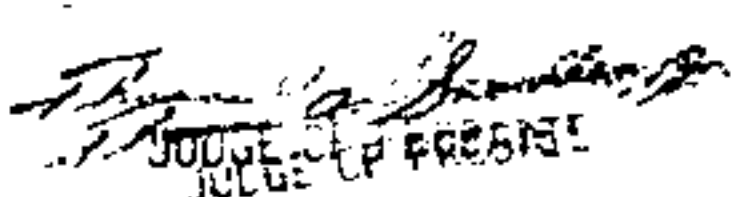
Rec 300

100

400

BY BE&K Engineering Company

ITS: Vice President.

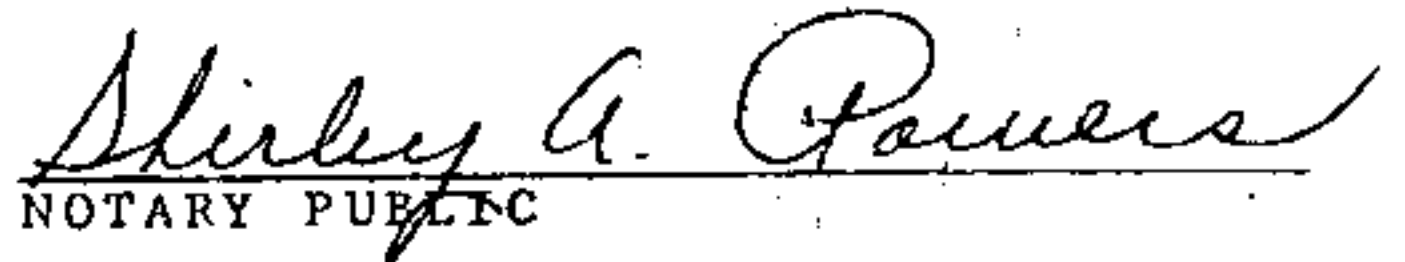

JUDGE OF PROBATE

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Walter C. Childs whose name is signed to the foregoing instrument, and who is, are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of February, 19 84.


NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Walter C. Childs whose name as Vice President of BE&K Engineering Company, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 13th day of February, 19 84.


NOTARY PUBLIC

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